

GUJARAT URJA VIKAS NIGAM LTD., VADODARA

INVITATION OF BIDS FOR PROCUREMENT OF POWER ON SHORT-TERM BASIS THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS

Request for Proposal

(As per "Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process" issued by Government of India)

Tender Specification No. GUVNL / Power Purchase / 2022-23/ Aug - 2022

Event No.: GUVNL/Short/ 22-23/ET/145 & e-RA no. GUVNL/Short/22-23/RA/143,
dated 23.08.2022

Sr.	Event	Date & Time
1	Cost of Tender Fees Demand Draft (DD)/ECS in favour of Gujarat Urja Vikas Nigam Limited, Vadodara (<i>To be paid for each bid submitted with GST No. Of bidder</i>) (<i>Fee is non-refundable</i>)	Rs. 10,000/- plus 18% GST
2	Publication of Request for Proposal (RFP)/ Activation of Event	23.08.2022
3	Last date of submission of RFP Bids including EMD (EMD to reach before 18.00 hrs)	1.09.2022 (upto 18:00 Hrs)
4	Opening of Non-Financial Technical Bids	2.09.2022 (at 11:00 Hrs)
5	Opening of IPOs	3.09.2022 (at 13:00 Hrs)
6	Start of e-RA	3.09.2022 (at 15:00 Hrs)

Bids to be submitted through	DEEP e-Bidding Portal
Office inviting bids & Place of submission of EMD	Office of General Manager (Commerce) Gujarat Urja Vikas Nigam Limited 2nd Floor, Sardar Patel Vidyut Bhavan, Race Course, Vadodara 390007 Phone (0265) 2334751 /2310582 Fax : (0265) 2344543, 2337918 Web : www.guvnl.com Email ID : coacom@gebmail.com acecom@gebmail.com , commerce.guvnl@gmail.com

1. INTRODUCTION AND BACKGROUND

Gujarat Urja Vikas Nigam Limited (GUVNL), a Govt. of Gujarat Undertaking is holding company of its six Subsidiaries Companies viz. Gujarat State Electricity Corporation Limited (GSECL), Gujarat Energy Transmission Corporation Ltd. (GETCO), Dakshin Gujarat Vij Company Limited (DGVCL), Madhya Gujarat Vij Company Limited (MGVCL), Uttar Gujarat Vij Company Limited (UGVCL), and Paschim Gujarat Vij Company Limited (PGVCL). GUVNL is engaged in the activity of bulk purchase and sale of electricity in Gujarat for & on behalf of its Distribution Companies.

GUVNL under Company Act 1956 (1 of 1956) having its Registered office at Sardar Patel Vidyut Bhavan, Race Course Vadodara – 390 007, hereinafter referred to as “GUVNL” is inviting bid for procurement of power under Short Term arrangement. The power would be procured through Guidelines for short-term procurement of power dated 30.03.2016 and amendment to the guidelines dated 21.02.2022 published by Ministry of Power, Government of India from time to time. (i.e. for a period of more than one day to one year) .

2. E-BIDDING FEE

All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 500 per MW for the maximum bid quantum / capacity to PFC Consulting Limited (PFCCL). The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful Bidder(s) will have to bear the charges for the quantum allocated to each Bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non-selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

3. QUANTUM OF POWER

The Bidder(s) shall be capable of supplying power as mentioned below to GUVNL, for the period as mentioned under:

Sr. No	Time Period	Hours	Quantum (MW)	Minimum Bid Quantum (MW)	Delivery Point
1.	1900 Hrs to 2300 Hrs 19.09.2022 to 30.09.2022	4 Hrs	500	50	Gujarat State Transmission System Periphery (GETCO Periphery) (interconnection of Gujarat STU & CTU)
2	1900 Hrs to 2300 Hrs 1.10.2022 to 21.10.2022	4 Hrs	500	50	
3.*	19.09.2022 to 30.09.2022	12 hrs	500	50	
4.*	1.10.2022 to 21.10.2022	12 hrs	500	50	

Further, GUVNL reserves the right to enhance quantum of power to be procured under bucket filling process.

*** For Sr. No. 3 & 4, supply of power in a day will be for 12 Hrs i.e. from 0000 to 0600 Hrs & 1800 to 2400 Hrs.**

4. QUALIFICATION CRITERIA

The Bid shall be opened subject to the following conditions and verification of bid / documents submitted by the bidder:

- 4.1 The Bidder may offer power up to the quantum indicated in RFP Document on firm basis. The supply of power may be offered from one or more than one source subject to condition that offers from each source shall not be less than 50 MW. Offer of less than above specified quantity will result into non-responsiveness of bid.
- 4.2 The quantum of power offered by the Bidder shall be firm power.
- 4.3 Bank Guarantee of sufficient amount towards Earnest Money as per RFP.

- 4.4 Validity of offer as specified in the RFP Documents.
- 4.5 Delivery Point is as specified in the RFP Documents.
- 4.6 If bidder is a Trader, it should submit a copy of valid Category Trading License or equivalent trading licensee issued by Appropriate Commission.
- 4.7 General Terms & Conditions of the RFP Documents have been accepted in the appropriate annexure **(format attached as Annexure- I)**, a signed copy of the RFP Documents annexed with the Technical Bid and required information as per Bid Documents have been submitted.
- 4.8 Undertaking of the Bidder (incl. Trading Licensee) **(format attached as Annexure- II)** to the effect that it shall not submit any other Bid, from the same source of generation and quantum of power from such source as mentioned in the Bid, till selection of successful bidder / issuance of LoA (Letter of Award) / termination of tender process, whichever is earlier, subject to validity period of the Bid.
- 4.9 In case a bidder is a trading licensee, it has to submit the details of the generating station from which the supply is intended and the power purchase agreement / Letter of Authorization signed between such trading licensee and the Generating station / Utility for supply of power.

NOTE: Bidders who are found technically qualified as per this RFP shall only be considered for opening of Financial Bid (IPOs).

5. TARIFF STRUCTURE

- 5.1 The TARIFF should be quoted in Indian Rupees upto three (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), intra-state open access charges, transmission (inter & intra state) losses, SLDC Fees and Charges, all taxes and duties payable upto the Delivery Point i.e. Gujarat State Transmission System Periphery (interconnection of Gujarat STU and CTU).
- 5.2 Application for Open Access shall be made by bidder / trader on behalf of GUVNL. Timely application shall be made to ensure supply of contracted capacity at Delivery Point and all applicable charge shall be to the account of bidder. Any subsequent application for change in approved Open Access quantum shall be only with prior written consent of GUVNL. Any consequences towards delay in application shall be to the account of bidder.

If the selected Seller is not eligible to apply on behalf of GUVNL as per CERC (Sharing of Inter-State Transmission Charges & Losses), 2020 dated 4.05.2020, GUVNL shall apply for Open Access and shall claim reimbursement of all charges from Seller which shall be paid within 3 working days beyond which Late Payment Surcharge shall be applicable at the interest rate as per Clause 25.

For avoidance of doubt, all charges and losses would be to the account of bidder.

- 5.3 Bid Price shall be firm for each requisition irrespective of the generating source and shall have no escalation during contractual basket supply periods.
- 5.4 Bidder(s) is/are required to ensure availability of necessary infrastructure/ground work, before participating in the Bid.
- 5.5 The tariff should be constant and there shall be no escalation during the contractual period.
- 5.6 If the power is being supplied through alternate source, prior approval of GUVNL will be required and additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidder(s) only.
- 5.7 For avoidance of doubt, it is to clarify that GUVNL will in no way be liable for any charges up to delivery point except for the charges of energy delivered at Delivery Point on the basis of the Regional Energy Account (REA) of the Western Regional Power Committee (WRPC) for bidders supplying power from state(s) other than Gujarat the single quoted tariff for the contract period.

Similarly, intra-state generators will also have to bear all charges up to Delivery Point and GUVNL will in no way be liable for any charges except for the charges of energy delivered at delivery point on the basis of the State Energy Account (SEA) published by SLDC, Gujarat at the single quoted tariff for the contract period.

6. BIDDING PROCESS

GUVNL will be published Notice inviting Tender (NIT) in two national newspapers, namely, Indian Express and The Hindu & Business Line on 24th August 2022.

GUVNL has issued this RFP for procurement of power on short term basis as per details mentioned in clause 3 above and this RFP has been uploaded on the DEEP e-Bidding portal. RFP has also been uploaded on GUVNL's website.

7. Earnest Money Deposit (EMD)/ Bank Guarantee (BG)

- 7.1 The Bidders are required to submit EMD for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000 per MW per month on RTC (30 days, 24 hours) basis and same shall be reduced on pro-rata basis in case of bids on hourly basis, in the form of Bank Guarantee /e-Bank Guarantee issued by Banks as per list of Banks approved by Govt. of Gujarat GR no. EMD/4/2022/0002/DMO dated 20.05.2022 read with FD GR no. EMD/10/2021/7729/ DMO dated 28.06.2021 or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal, if available. ***(Govt. of Gujarat GSO attached herewith at Annexure-III and EMD Format & GUVNL bank details is attached herewith at Annexure-IV)***
- 7.2 The original EMD needs to be submitted before the opening of the Non-Financial Technical Bid.
- 7.3 The EMD shall be forfeited:
- (a) If Bidder withdraws bid during Bid Validity Period except as provided in the Guidelines.
 - (b) For non-submission of Contract Performance Guarantee as specified in this RFP document, by Successful Bidder(s).
- 7.4 The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of Bid validity period.
- 7.5 The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).

8. Bid Submission

- 8.1 Tenders are to be submitted online through the DEEP e-Bidding portal. All the documents uploaded by GUVNL, form an integral part of the contract. Bidders are required to upload all the documents as asked for in the RFP, through the above website within the stipulated date and time as given in the RFP. The Bidder shall carefully go through the RFP and prepare the required documents

and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

- 8.2 The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the RFP and upload the latest documents as part of the Bid.
- 8.3 The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e-Tender and e-Reverse Auction. To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power the Bidder intends to supply and minimum threshold quantum acceptable to the Bidder. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bid will have to be signed by the Digital Signature of the Bidder.
- 8.4 The Bidder shall use one Digital Signature to submit bid through one login and for each login the Bidder may submit only one price bid from one source. However, against each requisition the bidder have the option to bid multiple bids from separate logins from different sources. The bidder needs to ensure that only one bid is submitted from one source. In the event if two bids are received from the same source, both bids would be treated as non-responsive.
- 8.5 Bidders shall be required to submit separate non financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO) through e-Bidding portal. The Bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s). The non financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/Bank Guarantee along with the Bids. The Bidders can revise their IPOs before date and time of submission of RFP.
- 8.6 The IPO shall be strictly as per the terms of RFP and shall be unconditional. The conditional price bid shall be summarily rejected.

9. VALIDITY OF TENDER AND OFFER

The offer against tender should remain valid for a period of 30 (Thirty) days from the day of opening of the tender (e-reverse auction).

10. CONDITIONAL AND INCOMPLETE TENDER

Conditional and incomplete bids are liable to rejection.

11. OPENING AND EVALUATION OF BID

- 11.1 To ensure competitiveness, the minimum number of Bidders should be at least two for each requisition. If the number of Bidders responding to the RFP is less than two, and GUVNL still wants to continue with the selection process, the selection of that single Bidder may be done with the consent of the Appropriate Commission i.e. Hon'ble Gujarat Electricity Regulatory Commission (GERC).
- 11.2 GUVNL shall constitute a Committee for evaluation of the Bids.
- 11.3 Technical proposals will be opened by GUVNL or its authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- 11.4 Technical proposals for those tenders whose original copies of DD/BG towards EMD have been received and who have deposited the e-Bidding Fee will only be opened. Proposals corresponding to which original copy of DD /BG towards tender fee & EMD has not been received, will not be opened and will stand rejected.
- 11.5 Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.
- 11.6 GUVNL or its authorized representative can seek clarifications/documents required in connection with technical bid. After acceptance of the non financial technical Bids, the Financial Bids, Initial Price offer (IPO) shall be opened as per the procedures specified in the Bid document.
- 11.7 In the event, if two or more Bidders quote the same amount of Tariff during IPO and e-Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.

12. ELIMINATION OF BIDDERS

The elimination of the Bidders shall be done by the following method:

After the opening of Initial Price Offers, the system will rank the Bidders according to their price bids. The Bidder with the highest price bid in IPO stage will be called the H1 Bidder. The system will then analyze all the quantities offered by the Bidders in the IPO stage. If the total quoted quantity is greater than twice the Requisitioned Quantity, the Highest Bidder (H1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the Requisitioned Quantity.

The Elimination process will be done for each of the requisition separately.

13. E - REVERSE AUCTION (e-RA)

- 13.1 The shortlisted Bidders after elimination will be intimated individually by system generated emails only.
- 13.2 The Reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes without any extension (automatic or otherwise).
- 13.3 During the Reverse Auction the shortlisted Bidders will have the option of reducing the tariff quoted by them in decrements of one paisa or multiples thereof and to increase the quantum quoted by them 10 MW or multiples thereof. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.
- 13.4 The Bidders will have the option to increase the quantum of power up to the value corresponding to the EMD submitted along with IPO, but decrease the Tariff during the e-Reverse Auction process.

14. ISSUANCE OF LETTER OF AWARD (LoA)

- 14.1 The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder(s), in order of their rankings, offering the quantum of power up to the requisitioned capacity would be the Successful Bidder(s).
- 14.2 GUVNL shall procure power from the Successful Bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met.

- 14.3 GUVNL shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) in the same order to fulfil its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event GUVNL rejects or annuls all the Bids, it may go for fresh Bids hereunder. If GUVNL fails to issue the LoA within a period of 15 days from the close of e-Reverse Auction, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD.
- 14.4 In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.
- 14.5 In case the LoA is issued but Selected Bidder(s) is/are not in a position to fulfil the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.
- 14.6 After selection, a Letter of Award (the "LoA") shall be issued, in duplicate, by GUVNL, to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder(s) is not received by the stipulated date, GUVNL, may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LoA.

15. CONTRACT AWARD AND CONCLUSION

- 15.1 After acknowledgement of LoA by the Selected Bidder(s), GUVNL shall cause the Selected Bidder(s) to execute the PPA within the prescribed period in the Bid document. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PPA. GUVNL, would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA. In case GUVNL fails to sign the PPA within 15 days of receipt of signed PPA from selected bidder, the Selected Bidder(s) shall have the option to exit without forfeit of EMD/CPG as the case may be.
- 15.2 PPA will be signed with the selected Bidders within 15 days from conclusion of the selection process or bid validity date, whichever is earlier.

16. RIGHT TO ACCEPT / REJECT THE BID

- 16.1 Lowest valid rate of the tender cum reverse auction price should normally be accepted as per bucket filling. GUVNL reserves the right to reject any or all bids

or to accept any bid, at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.

- 16.2 GUVNL reserves the right to accept or reject a bid if GUVNL considers that the implementation of the Award and / or PSA is affected by implications of any pending litigation or otherwise disputes with the bidder / supplier or the Award and / or PSA under this RFP will have any impact of implication on the pending litigation or otherwise disputes with the bidder/supplier.

17. CONTRACT PERFORMANCE GUARANTEE (CPG)

- 17.1 The Successful Bidder(s) shall furnish CPG within 2 days from the date of selection of Successful Bidder(s) for an amount calculated at Rs. 2 lac per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis.
- 17.2 The CPG shall be in the form of BG issued by any Nationalized/ Scheduled Bank (Annexure-II) and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.
- 17.3 In the event, the CPG is not furnished within the stipulated date, the submitted EMD shall be forfeited.
- 17.4 The CPG provided by the Successful Bidder(s) shall be forfeited for non-performance of contractual obligations. The CPG should be released within 30 days after completion of Contract Period.

18. OPEN ACCESS

- 18.1 The Scheduling and Dispatch of the energy shall be coordinated with respective RLDC(s) / SLDC(s) as per the provisions of IEGC and ABT framework and decisions of RLDC/ SLDC.
- 18.2 Booking of Transmission Corridors:

The successful bidder(s) shall apply for booking of the open access transmission corridor to nodal RLDC/SLDC. Bidder(s) shall be fully responsible for the timely filing of open access application before the nodal RLDC and coordinating with the relevant RLDC / SLDC so as to get the timely booking of the open access corridor for the contracted quantum on advance basis, first-cum-first serve basis, day ahead basis, contingency basis as required.

18.3 The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for Short Term Open Access (STOA) and Procedure for Reservation of Transmission Capacity for STOA (Inclusive of all the amendments till date). The successful bidder(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route. In case, GUVNL has to apply as per Clause 5.2 of the RFP, the necessary action will be taken by GUVNL.

19. FORCE MAJEURE

Force Majeure means occurrence of any event or circumstance or combination of events and circumstances stated below that wholly or partly prevents an affected party in the performance of its obligations under PPA.

- i. Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side, subject to documentary evidence.
- ii. Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.

20. CHANGE IN LAW

Change in Law means the occurrence of any of the following events after the last date of the submission of bid resulting into any additional recurring / non recurring expenditure by the Seller or any income to the Seller.

- I. Any change in transmission charges and open access charges
- II. Any change in taxes (excluding income tax), duties, cess or introduction of any tax, duty, cess made applicable for supply of power by the Bidder(s) / Seller(s).

It is clarified that any income / gain to the Seller due to reduction in (i) & (ii) above after last date of bid submission, shall be passed on to the Procurer whereas any expenditure / loss to the Seller due to increase in (i) & (ii) above shall be reimbursed to the Seller.

21. PAYMENT SECURITY:

The Procurer(s) may be required to provide revolving Letter of Credit (LC) equivalent to 100% of the monthly energy corresponding to Contracted Capacity at the tariff indicated in PPA. LC shall be opened prior to commencement of supply of power.

22. BILLING:

Bidder(s)/ Seller(s) will raise monthly bill based on the energy scheduled and certified in the Regional Energy Account (REA) published by WRPC / State Energy Account (SEA) published by SLDC, Gujarat, for the month along with complete details of power scheduled at the delivery point and/or other documents/ information, necessary computations as may be required for bill verification.

The bill towards liquidated damages (as stipulated in this RfP document), if any shall be raised along with monthly energy bill as per clause- 26 of the RfP.

23. PAYMENT:

GUVNL will make the payment to seller through RTGS/electronic mode on 30th day ('the payment Due Date') from the date of receipt of energy bills by e-mail/ courier / hand delivery i.e. T+30 (T is bill received date). In the event of the Due Date of payment being a Bank holiday/Strike/GUVNL holiday, the next working day shall be considered as the due date of payment. In case of timely payment by GUVNL, adjustment for the admissible rebate as per the clause described hereinafter, shall be made while making the payment against the energy bills.

24. REBATE ON PAYMENT:

A rebate @ 2 % shall be applicable on payment of monthly energy bills within 7 working days from the date of receipt of energy bills by GUVNL by e-mail/ courier / hand delivery i.e. T+7 (T is bill received date). Working day is construed as day on which Corporate Office of GUVNL is open for business.

25. LATE PAYMENT SURCHARGE

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the payment Due Date. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at the Base Rate of Late Payment Surcharge applicable for the first month of default, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof. The rate of Late

Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at anytime.

For avoidance of doubt, "Base Rate of Late Payment Surcharge" means the marginal cost of funds based on lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette specify; Provided that if the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years;

All payments shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

The Late Payment Surcharge shall be as per Late Payment Surcharge and Related Matters Rule dated 3.06.2022 notified by Ministry of Power, Govt. of India as amended from time to time.

26. PAYMENT OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE CONTRACTED CAPACITY

26.1 Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access for the monthly basis (for each requisition separately).

26.2 In case deviation from GUVNL's side is more than 15% of contracted energy for which open access has been allocated on monthly basis, GUVNL shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15%, while continuing to pay open access charges as per terms and condition of the contract.

26.3 In case deviation from Seller's side is more than 15% of contracted energy for which open access has been allocated on monthly basis, Seller shall pay compensation to GUVNL at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the open access charges to the extent not availed by the GUVNL.

26.4 The liquidated damages shall be worked out for each month (separately for each requisition).

26.5 The bill towards liquidated damages (as stipulated in this RFP document) shall be raised along with Energy bills as per clause 22 above.

27. AVAILABILITY OF CONTRACTED CAPACITY:

27.1 The Seller (If Seller is trading licensee, then jointly seller and power project developer) shall dedicate Contracted Capacity to the Procurer and the Procurer shall have the first right on the Contracted Capacity which shall at all times and shall be operated and utilized in accordance with the provisions of Agreement entered into between the Seller and Procurer.

27.2 The Seller shall not sell such Contracted Capacity to any other third party including Power Exchanges without prior consent of GUVNL. In case the seller fails to offer the contracted power as per the agreement to the procurer and sells this power without Procurer's consent to any other third party, the procurer shall be entitled to claim damages from seller for an amount equal to higher of : (a) twice the Tariff as per the PPA for the corresponding contracted power; and (b) the entire sale revenue accrued from Third parties on account of sale of the contracted power. These damages shall be in addition to Liquidated Damages as per clause 26. For the avoidance of doubt, no Tariff or any amount in lieu thereof shall be due or payable by the Procurer to the Seller for and in respect of any electricity sold hereunder.

Further, the seller (If Seller is trading licensee, then jointly seller and power project developer) shall be debarred from the concerned load dispatch centre from participating in Power Exchanges and also from scheduling of this power in any short term/medium term/ long term contracts from that generating station for a period of three months from the establishment of default. The period of debarment shall increase to six months for second default and shall be for one year for each successive default.

28. COMMUNICATION

- i. All parties shall rely on written communication only.
- ii. The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in English.
- iii. GUVNL reserves the right to ask for the additional information from the Bidder through letter/ e-mail / fax only. The e-mail ids: coacom@gebmail.com, acecom@gebmail.com and commerce.guvnl@gmail.com will be used.

29. GOVERNING LAW

All matters arising out of or in conjunction with the Bid Document and/or the bidding process shall be governed by and construed in accordance with Indian law and the Gujarat Electricity Regulatory Commission (GERC) shall have exclusive jurisdiction.

30. DISCLAIMER

Neither GUVNL nor its employees shall be liable to any Bidder or any other person under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the bid, or any other information supplied by or on behalf of GUVNL or its employees. For the avoidance of doubt it is expressly clarified that this Bid Document is an offer to bid and it subject to the award of LoA / PPA by GUVNL and unconditional acceptance of the LoA / PPA by the selected Bidder will be construed as acceptance of terms and Condition.

31. DISPUTE RESOLUTION

31.1 All differences or disputes between the parties arising out of or in connection with this matter shall be settled through the statutory provisions under the Electricity Act 2003. Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Gujarat Electricity Regulatory Commission.

31.2 All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.

31.3 Notwithstanding any legal dispute, disagreement or difference, the parties here to, shall continue to perform the respective obligations under Power Purchase Agreement.

Annexure- I

Acceptance of Terms and Conditions of the Bid Document

Energy Offered against Tender Specification No. GUVNL/ Power Purchase / 2022-23/ _____ dated _____.

We have carefully gone through the Bid Document against Tender Specification No. No. GUVNL/ Power Purchase / 2022-23/ _____ dated _____ and satisfies ourselves and hereby confirms that our offer strictly confirms to the requirements of the Bid Document and all the Terms and Conditions are acceptable to us.

Annexure- II

Undertaking of the Bidder

Energy Offered against Tender Specification No. GUVNL/ Power Purchase / 2022-23/ _____ dated _____.

We undertake that we shall not submit any other Bid, from the same source of generation and quantum of power from such source as mentioned in the Bid, till selection of successful bidder / issuance of LoA (Letter of Award) / termination of tender process, whichever is earlier, subject to validity period of the Bid.

Annexure- III

Acceptance of Bank Guarantee as
Security Deposit and Earnest
Money Deposit.

Government of Gujarat

Finance Department

GR. No.: EMD/4/2022/0002/DMO

Date: 20/05/2022

Read: FD GR. No.: EMD/10/2021/7729/DMO Dt. 28/06/2021

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above mentioned resolutions of this department dated 28/06/2021.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

Resolution:

Government Departments and State Government Boards/Corporations/PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the Annexure I, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

By order and in the name of the Governor of Gujarat.



(Dr. A.T. Saiyad)

Section Officer

Finance Department

To,

The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar

Principal Secretary to Hon. Chief Minister

PS to Hon. Finance Minister

PS to all Hon. Ministers, State Ministers and Deputy Ministers

PS to Chief Secretary

PS to Principal Secretary, Finance Department

PS to Secretary (EA), Finance Department

PS to Secretary (Expenditure), Finance Department

PS to Additional Secretary (B), Finance Department

All Administrative Departments, Sachivalaya, Gandhinagar

System Manager, Finance Department for put up on GSWAN website

Select File DMO-Finance Department

Annexure I.

Finance Department, GR. No.: EMD/4/2022/0002/DMO

Date: 20/05/2022

(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ All Nationalized Banks

(B).Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2023. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

- A U Small Finance Bank
- Ahmedabad Mercantile Co-Operative Bank Limited
- Axis Bank
- City Union Bank
- DBS Bank India Limited
- DCB Bank
- Equitas Small Finance Bank
- Federal Bank
- HDFC Bank
- ICICI Bank
- IndusInd Bank
- Kalupur Commercial Co-Operative Bank Limited
- Kotak Mahindra Bank
- Nutan Nagrik Sahakari Bank Limited
- Rajkot Nagarik Sahakari Bank Limited
- RBL Bank
- Saraswat Co-operative Bank
- Saurashtra Gramin Bank
- Standard Chartered Bank
- Tamilnadu Mercantile Bank
- The Gujarat State Co-Operative Bank
- The Mehsana Urban Co-operative bank Limited
- The Surat District Co-operative Bank
- The Surat Peoples Co-Operative Bank
- Ujjivan Small Finance Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.

Arisha

(Dr. A.T. Saiyad)

Section Officer
Finance Department

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Annexure- IV

Annexure- II

Format of the unconditional and Irrevocable Bank Guarantee for EMD
(to be on Non- Judicial stamp Paper of appropriate value as per stamp Act relevant to place of execution)

BANK GUARANTEE FOR EMD

To:

In consideration of _____ (**Insert Name of Bidder**) submitting the Bid inter alia for supply of power on short term basis for the period _____ (**Insert Date**) to _____, (**Insert Date**) through tariff based Competitive Bidding Process _____ in _____ response _____ to _____ the

issued by **GUJARAT URJA VIKAS NIGAM LTD. (herein after referred to as "Procurer")** agreeing to consider the bid of _____ (**Insert Name of Bidder**) as per the terms of the bid document and the _____ (**Insert Name of Bank**) a Banking company registered under the Companies Act 1956 and having its licensee to carry out Banking Business under the Banking Regulation Act 1949 at having the registered office at _____ (**Insert the address of the Bank**) (**hereafter referred to as Guarantor Bank**) hereby agrees unequivocally, irrevocably and unconditionally to pay to _____ (**Insert Name of "Procurer"**) or its authorized representative forthwith on demand in writing from _____ (**Insert Name of Procurer**) or any representative authorized by it in this behalf an amount not exceeding Rupees _____, on behalf of _____ (**Insert Name of Bidder**)

This guarantee shall be valid and binding on Guarantor Bank up to and including **45 days** (forty five days) from date of submission of bids i.e. up to _____ and shall not be terminable by notice or any change in the constitution of the Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to **Rupees**. _____ (**Insert Amount**). Our Guarantee shall remain in force until _____ (**Insert date**). The procurer shall entitled to invoke this guarantee until _____ (**Insert date**).

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer or authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer or authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes or disparities by the Bidder or any other person. The Guarantor Bank shall not require the Procurer or its authorized representative to justify the invocation of

this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Gujarat shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein. This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank. This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Procurer or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the Procurer or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder. The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer or its authorized representative and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations under the RFP documents. The Guarantor Bank hereby agrees and acknowledges that the Procurer or its authorized representative shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit. "Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. _____**(Insert Amount)**
2. This Bank Guarantee shall be valid up to _____**(Insert Date)** and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer" or its authorized representative serves upon us a written claim or demand on or before _____**(Insert Date)**.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ **(Insert Date)** at _____**(Insert Address)**.

Witness

1. _____

Signature Name and Address

2. _____

Designation with Bank Stamp

Name and Address

For: ____ (insert Name of Bank)

Banker's stamp and full address



Gujarat Urja Vikas Nigam Limited

CIN U40109GJ2004SGC045195

ISO 9001 - 2008 Certified Company

BANK DETAILS OF GUJARAT URJA VIKAS NIGAM LIMITED (GUVNL)

1	Name of the account :-	Gujarat Urja Vikas Nigam Ltd Cash Credit Account
2	A/C Number:-	10565103714
3	Name of the bank:-	State Bank of India
4	Branch Code:-	1946
5	Address of the Bank:-	Industrial Finance Branch, Marble Arch, Vadodara.
6	IFSC code:-	SB IN 0001946
7	PAN :-	AACCG2861L
8	TAN:-	BRDG00972G
9	GST No. :-	24AACCG2861L1ZK